CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● MARCH 22, 2021

Regular Meeting	**City Council Chamber**	**6:00 PM**

107 South Lee Street - City Hall, Kingsland, GA 31548

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Public Hearing: Adoption of Ordinance 2021-05 to Amend Ordinance 2021-01, Article VII - Coin Operated Amusement Machines -

A Public Hearing for the adoption of Ordinance 2021-05 to amend Ordinance 2021-01, Article VII - Coin Operated Amusement Machines. The amendment shall establish a new ordinance for the operation and usage of Coin Operated Machines within the City of Kingsland.

2. Public Hearing: Adoption of Ordinance 2021-07 to Amend Ordinance 2003-02 Article II - Section 11-28 - Administrative and Regulatory Fee Structure -

Public Hearing: Adoption of Ordinance 2021-07 to amend Ordinance 2003-02 Article II - Section 11-28- Administrative and Regulatory Fee Structure. The amendment shall establish a regulatory fee for the operation and usage of Coin Operated Machines within the City of Kingsland.

II. CALL TO ORDER AND WELCOME GUESTS

III. ROLL CALL

Charles Grayson Day Jr.	Mayor
James W Galloway	Councilman
Farran Fullilove	Councilman
Kristy Chance	Councilwoman
Alex Blount	Mayor Pro Tem

IV. INVOCATION AND PLEDGE TO THE FLAG

V. OATH OF OFFICE

1. Kristy Chance - City Council Member Post 3

VI. CONSENT DOCKET

A. Approve the Council Minutes of the last regular Council Meeting

For meeting on February 22, 2021

B. Approve the Agenda as Presented

C. Approve the Payments of Accounts Payable as Due and Funds Available

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. Approval Of: GEFA CWSRF WWTF Renovations Final Change Order -

Final Change Order is to account for deduction in CIPP Lining (-$97,076.00) that wasn't necessary and to complete the project and Supplemental Work Allowance (-$41,347.24) that was not used. The final change order decreases the approval contract sum by $138,423.24.

2. Approval Of: Amendment to 2013 SPLOST VII Agreement -

Amendment to the 2013 SPLOST Agreement to provide for an extension of the time to complete SPLOST projects and expend funds collected to no later than June 30, 2022.

3. Approval Of: Tourism Promotion Support Agreement - Tourism Director Tonya Harvey

An amended agreement between the City of Kingsland and the Kingsland Area Convention and Visitors Bureau Authority to promote tourism and attract visitors to the City; to encourage, develop, and expand tourism within the City to the benefit of the economy of the City and the general welfare of its citizens; and other specified services.

4. Approval Of: 401(A) Adoption Agreement an Restated 2018 401(A) Defined Contribution Master Plan - City Manager Lee Spell

The City of Kingsland previously adopted the Georgia Municipal Association ("GMA") 401(a) Defined Contribution Plan ("DC Plan"), which is comprised of the Master Plan document and Adoption Agreement. GMA recently restated the DC Plan and received a favorable determination letter from the Internal Revenue Service. To ensure continued tax-favored treatment for GMA member plans, the IRS requires that all employers participating in the GMA DC Plan adopt the Adoption Agreement reflecting the benefit design currently in place under our DC Plan.

5. Approval Of: Golden Isles Model Railroad Club Lease Agreement -

This lease agreement is for the Kingsland Train Depot. This agreement adds conference room space and increases the lease payment by $150.

6. Approval Of: Ordinance #2021-05 to Amend Ordinance 2021-01 Coin Operated Amusement Machines -

Amendment to Ordinance 2021-01, Section 9 to clarify that the "Planning Director" shall issue and receive license applications; and an amendment to Section 17 to clarify that the City may Revoke or Suspend any City-issued license for (a) violating certain subsections of O.C.G.A. Sec. 16-12-35 or, (b) violations of City Ordinance 2021-01.

7. Approval Of: Ordinance 2021-07 Regulatory Fees for Coin Operated Machines -

Coin Operated Machines - Owner/Operator - $15.00 per machine plus $1,250.00 Flat fee.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3416)

Meeting: 03/22/21 06:00 PM
Department: City Clerk
Category: Public Hearing
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3416

Public Hearing: Adoption of Ordinance 2021-05 to Amend Ordinance 2021-01, Article VII - Coin Operated Amusement Machines

A Public Hearing for the adoption of Ordinance 2021-05 to amend Ordinance 2021-01, Article VII - Coin Operated Amusement Machines. The amendment shall establish a new ordinance for the operation and usage of Coin Operated Machines within the City of Kingsland.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/22/21 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3471

AGENDA ITEM (ID # 3471)

Public Hearing: Adoption of Ordinance 2021-07 to Amend Ordinance 2003-02 Article II - Section 11-28 - Administrative and Regulatory Fee Structure

Public Hearing: Adoption of Ordinance 2021-07 to amend Ordinance 2003-02 Article II - Section 11-28- Administrative and Regulatory Fee Structure. The amendment shall establish a regulatory fee for the operation and usage of Coin Operated Machines within the City of Kingsland.

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3470)

Meeting: 03/22/21 06:00 PM
Department: City Manager
Category: Change Order
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3470

Approval Of: GEFA CWSRF WWTF Renovations Final Change Order

Final Change Order is to account for deduction in CIPP Lining (-$97,076.00) that wasn't necessary and to complete the project and Supplemental Work Allowance (-$41,347.24) that was not used. The final change order decreases the approval contract sum by $138,423.24.

CONTRACT CHANGE ORDER

CONTRACT FOR:	2017 GEFA CWSRF - WWTF Renovations	**PROJECT NO.:**	**K5000.120**
OWNER:	**City of Kingsland**	**ORDER NO.:**	**1 (FINAL)**
TO:	Sawcross, Inc.	**DATE:**	**03/10/21**
		STATE:	**Georgia**
		COUNTY:	**Camden**

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**DECREASE** in Contract Price	**INCREASE** in Contract Pri
10	Supplemental Work Allowance	0.28	LS	$150,000.00	$ (41,347.24)	
37	CIPP Lining	0.72	LS	$135,000.00	$ (97,076.00)	
	NET CHANGE IN CONTRACT PRICE =				$ (138,423.24)	$ -
	TOTAL DECREASE IN CONTRACT PRICE =				$	(138,423.

Justification: Change order is to account deduction in CIPP Lining that wasn't necessary to complete project and Supplemental Work Allowance that was not not used.

The amount of the contract prior to this change order:

Three Million Four Hundred Twenty-Eight Thousand and 00/100 Dollars

($3,428,000.00)

The amount of the contract will decrease by the sum of

One Hundred Thirty-Eight Thousand Four Hundred Twenty-Three and 24/100 Dollars

. ($138,423.24)

The contract total including this and previous change orders will be:

Three Million Two Hundred Eighty-Nine Thousand Five Hundred Seventy Six and 76/100 Dollars

($3,289,576.76)

This document will become a supplement to the contract and all provisions will apply hereto.

Requested:

Via Submission of Final Pay Application 3/10/2021

Sawcross, Inc. (Date)

Recommended:

Jared Wagner 3/10/2021

Carter & Sloope, Inc. (Date)

Accepted:

City of Kingsland (Date)

Attachment: GEFA CWSRF WWTF Renovations Pay Application #12 Final Change Order (3470 : Approval Of: GEFA CWSRF WWTF Renovations

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3431)

Meeting: 03/22/21 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 3431

Approval Of: Amendment to 2013 SPLOST VII Agreement

Amendment to the 2013 SPLOST Agreement to provide for an extension of the time to complete SPLOST projects and expend funds collected to no later than June 30, 2022.

STATE OF GEORGIA

COUNTY OF CAMDEN

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE

2013 SPECIAL PURPOSE LOCAL OPTION SALES TAX

FOR CAPITAL OUTLAY PROJECTS

THIS AGREEMENT is made and entered this the ______ day of _____________ 202__ by and between Camden County, a political subdivision of the State of Georgia (the "County"), and the City of Kingsland, the City of St. Marys and the City of Woodbine, municipal corporations of the State of Georgia (the "Municipalities", individually and collectively).

WITNESSETH:

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one (1%) percent County Special Purpose Local Option Sales Tax (the "SPLOST") for the purposes of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities held a SPLOST referendum vote on the 15th day of October 2012 in conformance with the requirements of O.C.G.A. § 48-8-111 (a); and

WHEREAS, the County and the Municipalities have previously negotiated a division of the Special Purpose Local Option Sale Tax proceeds as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual promises and understanding made in that certain Agreement dated _______________________, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

1. That the funds collected from the 2013 SPLOST levy ending June 30, 2019 have been fully collected and distributed according to the Schedule of Projects ("Schedule") found in Appendix A to that same agreement;
2. Due to non-completion of those projects listed therein caused by delays due to the COVID-19 Pandemic and other unforeseeable weather related conditions, the signatories hereto agree and accept an extension of the time to complete those projects and expend the same funds in accordance with the aforementioned Schedule;
3. That the time for completion of those projects remaining shall be extended to no later than June 30, 2022;
4. That no other paragraph or term or condition of the original 2013 SPLOST Agreement is affected hereby and that this constitutes the entirety of the amendment of the same in accordance with Section 15 thereof.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

Adopted in a lawful assembly by the Camden County Board of Commissioners and spread upon the Official Minutes of Camden County.

This ____ day of ________ 202__.

COUNTY OF CAMDEN, GEORGIA

By: ______________________________

GARY A. BLOUNT, CHAIRMAN

ATTEST: __________________________________ COUNTY SEAL

KATHRYN A. BISHOP, COUNTY CLERK

Adopted in a lawful assembly by the City of Kingsland and spread upon the Official Minutes of City of Kingsland.

This ______ day of _____________ 202__.

Deleted: This _

MUNICIPALITY OF KINGSLAND, GEORGIA

BY: ___________________________________

GRAYSON DAY, JR., MAYOR

ATTEST: _____________________________________ CITY SEAL

CLERK OF THE CITY OF KINGSLAND

Adopted in a lawful assembly by the City of St. Marys and spread upon the Official Minutes of City of St. Marys.

This __________ day of __________ 202__.

MUNICIPALITY OF ST. MARYS, GEORGIA

BY: ________________________________

JOHN MORRISSEY, MAYOR

ATTEST: _________________________________ CITY SEAL

CLERK FOR THE CITY OF ST. MARYS

Adopted in a lawful assembly by the City of Woodbine and spread upon the Official Minutes of City of Woodbine.

This ________ day of _____________ 202__.

MUNICIPALITY OF WOODBINE, GEORGIA

BY: ____________________________________

KIZZI KNIGHT, MAYOR

ATTEST: __________________________________ CITY SEAL

CLERK OF THE CITY OF WOODBINE

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 3430)

Meeting: 03/22/21 06:00 PM
Department: City Manager
Category: Agreement
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors: Tourism Director Tonya Harvey
DOC ID: 3430

Approval Of: Tourism Promotion Support Agreement

An amended agreement between the City of Kingsland and the Kingsland Area Convention and Visitors Bureau Authority to promote tourism and attract visitors to the City; to encourage, develop, and expand tourism within the City to the benefit of the economy of the City and the general welfare of its citizens; and other specified services.

TOURISM PROMOTION SUPPORT AGREEMENT

THIS AGREEMENT is entered into this __________ day of __________________ by and between the **CITY OF KINGSLAND,** a municipal corporation created and existing under the laws of the State of Georgia (the "City") and the **KINGSLAND AREA CONVENTION AND VISITORS BUREAU AUTHORITY,** a public body corporate and politic, a political subdivision of the State of Georgia (the "Authority");

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. § 48-13-50 et seq., the City has the power to levy an excise tax for the purpose of promoting tourism, conventions and trade shows, among other purposes (hereinafter, the "Hotel-Motel Tax"); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983 authorizes, among other things, any municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding 50 years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for the provision of services;~~,~~ and

WHEREAS, the City has heretofore and does now determine~~d~~ and declare~~d~~ that the encouragement, development, growth and expansion of tourism within the City will benefit the general economy of the City and is important for the general welfare of the citizenry and the public interest of the community; and~~.~~

WHEREAS, the City has heretofore and does now determine and declare that portion of the Hotel-Motel Tax proceeds required to be spent for the specific purpose of promoting tourism, conventions and trade shows should be so expended by an agency having experience and expertise in the encouragement, development and expansion of the tourism industry and the attraction of visitors and tourists; and

WHEREAS, the Authority has represented, and the City has recognized, that the Authority has experience and expertise in the encouragement, development and expansion of the tourism industry and the attraction of visitors and tourists; and

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WHEREAS, the City and the Authority have agreed to enter into this Agreement pursuant to which the Authority will agree, among other things, to provide services on behalf of the City in creating and coordinating the promotion of area tourism in the City of Kingsland for the benefit of all the residents of the City of Kingsland and for the benefit of the general public;~~,~~ and

WHEREAS, this Agreement provides for the funding of the promotion of tourism, conventions and trade shows by the Authority with that portion of the Hotel-Motel Tax required by Georgia law to be expended for such purpose, and the Authority is willing and does hereby contract with the City for such purpose;~~.~~

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good, and valuable consideration, the receipt and sufficiency of which are ~~here by~~hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning was intended by the Parties, and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

"City" shall mean the City of Kingsland.

"Agreement" shall mean this Agreement.

"Authority" shall mean Kingsland Area Convention and Visitors Bureau Authority, a political subdivision of the State of Georgia.

"Effective Date" have the meaning specified in Article VI, Section 6.1 hereof.

"Term" shall have the meaning specified in Article VI, Section 6.1 hereof.

ARTICLE II. REPRESENTATIONS

Section 2.1. Representations and Agreements by the City. The City is a municipal corporation created under the laws of the State of Georgia and is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement and the appropriation of funds necessary for said purposes.~~.~~

Section 2.2. Representation and Agreement by the Authority. The Authority ~~represents that it~~ is a political subdivision of the State of Georgia. Under the laws of the State, the Authority for itself is authorized to execute, deliver and perform its obligations under this Agreement. The Authority, as to itself, has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the Authority.

Section 2.3. Other Representatives.

(a) The authorization, execution, delivery and performance by the City and the Authority of this Agreement do not violate the laws of Constitution of the State of Georgia and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, or other instrument to which either is a party or by which either is bound.

(b) To the knowledge of the City and the Authority, there is no meritorious action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting either party attempting to limit, enjoin, contest, question, or otherwise restrict or prevent either party from entering into this Agreement or any other action wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement; or (B) materially adversely affect: (1) the financial condition or operations~~s~~ of either party; or (2) either party's ability to perform its obligations under this Agreement.

(c) Neither the City nor the Authority are in violation of the laws or the Constitution of the State of Georgia, nor are they in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which they are bound.

ARTICLE III. SERVICES

Section 3.1. Contract Services. The Authority hereby agrees that during the Term hereof,

(a) To promote tourism and attract visitors to the City;

(b) To encourage, develop, and expand tourism within the City to the benefit of the economy of the C~~c~~ity and the general welfare of its citizens;

(c) To advise and recommend to the City plans for development of tourism in the City;

(d) To promote the public interest in the general improvement of tourism in the City; and

(e) To coordinate and promote projects relating to tourism, conventions, and trade shows as assigned by the City and agreed to by the Authority's Board of Directors.

Section 3.2. Administration. The City hereby agrees to provide administrative support services to the Authority for travel, accounting, payroll, purchasing, budgeting, personnel, insurance, claim administration, information technology, fleet services, pensions for qualified employees, and such other purposes as the parties may agree. In utilizing the City's administrative support services, the Authority hereby agrees to adhere to any applicable policies of the City. The Authority acknowledges that its Board of Directors is responsible to the Mayor and Council of the City of Kingsland to ensure the contractual terms of this Agreement are successfully performed. The Authority will compensate the City for the reasonable value of and associated costs for administrative support services provided by the City. The amount of said compensation shall be determined annually during the Authority's budget preparation process.

Section 3.3. **Budget**. On an annual basis and in accordance with the City's budgeting process and State law, the Authority will submit to the City a detailed budget for services to be performed by the Authority pursuant to this Agreement, including the projected expenditures for same, and other such itemization(s) as required by the City Council, acting by or through its Mayor or his designee. The Authority shall not be authorized to expend any amount in excess of funds budgeted without the City's written approval. The City and the Authority will, in good faith, both endeavor to comply with all applicable budgeting and auditing requirements of O.C.G.A. §§ 48-13-51 and 36-81-7 at all times.

Section 3.4. **Funds**. The funds budgeted for Authority operations will be equal to or greater than that percentage of total collected Hotel-Motel Tax revenues required to be expended by the City for the purpose of promoting tourism, conventions, and trade shows pursuant to O.C.G.A. §48-13-51(a)(4) or other applicable law.

ARTICLE IV. INSURANCE

Section 5.1. The City shall procure and maintain or cause to be maintained on behalf of the Authority adequate liability insurance with the same amount(s) of coverage and of the same type(s) normally carried by the City for its own operations of a similar nature during the term of this Agreement. Such insurance shall include, but is not limited to, the following: (a) public liability insurance; (b) vehicular insurance; and (c) workers compensation insurance. Such insurance shall be maintained with a responsible insurance company or companies authorized and qualified to do business under the laws of the State of Georgia. Such insurance may provide reasonable and customary deductibles. All insurance policies shall be open to the inspection of the Authority or their duly authorized representatives at all reasonable times. The Authority shall be named as an "additional insured" on all of the City's insurance policies. The Authority shall compensate the City for the premium(s) of any insurance policy(s) procured by the City to provide coverage for the Authority. The amount of said compensation shall be determined annually during the Authority's budget preparation process.

ARTICLE V~~I~~. EFFECTIVE; DURATION; TERMINATION

Section 6.1. This Agreement shall be effective as of the date of its execution by both parties (hereinafter, "Effective Date"). The term of the Agreement shall be for one (1) year, and it shall automatically renew each year at 11:59 p.m. on the anniversary of the date of its Effective Date unless one of the parties terminates the Agreement. This Agreement may be terminated by either party hereto upon 180 days written notice to the other party (hereinafter, “Notice of Termination”). Notice of Termination may be delivered by regular or electronic mail, sent by someone duly authorized by their respective party, to a physical or email address used by the non-terminating party in the regular course of its business. The effective date of termination shall be the 180th day from the date of delivery of the Notice of Termination (hereinafter, “Effective Date of Termination”). In the event of ~~such~~ issuance of a Notice of Termination by either party, the City shall promptly furnish to the Authority all funds collected as of that date pursuant to the Hotel-Motel Tax and required to be expended on the promotion of tourism, conventions and trade shows by Georgia law. Upon receipt or delivery of Notification of Termination, the Authority shall continue to operate in accordance with the budget and plans set prior to the issuance of Notice of Termination and also accomplish any tasks necessary to discontinue providing support to the City pursuant to the terms of this Agreement prior to the Effective Date of Termination. Likewise, the City shall continue to provide all funds collected pursuant to the Hotel-Motel Tax and required to be expended on the promotion of tourism, conventions and trade shows to the Authority in the normal course of business as determined prior to the issuance of the Notice of Termination, until the Effective Date of Termination. The City will not be obligated to furnish proceeds of the Hotel-Motel Tax to the Authority after the Effective Date of Termination, except that the City shall be responsible for any and all financial obligations incurred in any way by the Authority on behalf of the City in accordance with the budget and planning between the City and the Authority and, in the event the funds provided by the City to the Authority are not sufficient to cover any such obligations, the City shall indemnify and hold harmless the Authority from any claims asserted against it based on such obligations. Any funds in possession of the Authority after (1) all financial obligations incurred on behalf of the City in accordance with this Agreement have been satisfied; and (2) all reasonable and necessary expenses incurred by the Authority in the process ~~of ceasing~~of ceasing to provide services to the City under this Agreement have been paid; and (3) the Effective Date of Termination has passed, shall be returned to the City by the Authority. The Authority will make a prompt and final accounting to the City within thirty (30) days of the Effective Date of Termination for all expended funds in accordance with the terms of this Agreement and all applicable laws.

ARTICLE VI~~I~~. MISCELLANEOUS

Section ~~7~~6.1. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein, and no modification shall be binding upon either party affected unless set forth in writing and duly executed by both parties.

Section ~~7~~6.2. All of the covenants in this Agreement shall bind and inure to the benefit of each party's respective heirs, guardians, personal and legal representatives, successors and permitted assigns.

Section ~~7~~6.3. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Georgia.

Section ~~7~~6.4. In the event that one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby to the greatest extent allowed by law.

Section ~~7~~6.5. The descriptive headings of various sections and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section ~~7~~6.6. Unless the context otherwise requires, whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, the masculine gender shall include the neuter and feminine gender, and vice versa.

Section ~~7~~6.7. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

Section 6.8. A digital signature of this agreement shall have the same binding force and effect of a handwritten signature.

IN WITNESS THEREOF, the City and the Authority have caused this Agreement to be executed in their respective corporate names and their respective seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

KINGSLAND AREA CONVENTION AND VISITORS BUREAU AUTHORITY	CITY OF KINGSLAND KINGSLAND, GEORGIA
By: ______________________	By: ______________________
CB Yadav, Authority Chairman	Dr. C. Grayson Day, Mayor

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Attest:	Attest:
Kathy Dixon, Authority Secretary	~~Linda O'shaughnessy~~Jean O. Seigler, City Clerk
[AUTHORITY SEAL]	[CITY SEAL]

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DRAFT

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/22/21 06:00 PM
Department: City Manager
Category: Amendment
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors: City Manager Lee Spell
DOC ID: 3432

AGENDA ITEM (ID # 3432)

Approval Of: 401(A) Adoption Agreement an Restated 2018 401(A) Defined Contribution Master Plan

The City of Kingsland previously adopted the Georgia Municipal Association ("GMA") 401(a) Defined Contribution Plan ("DC Plan"), which is comprised of the Master Plan document and Adoption Agreement. GMA recently restated the DC Plan and received a favorable determination letter from the Internal Revenue Service. To ensure continued tax-favored treatment for GMA member plans, the IRS requires that all employers participating in the GMA DC Plan adopt the Adoption Agreement reflecting the benefit design currently in place under our DC Plan.

SUMMARY OF CHANGES
TO THE RESTATED
GEORGIA MUNICIPAL ASSOCIATION
401(a) DEFINED CONTRIBUTION PLAN

I. GENERAL OVERVIEW

On June 30, 2020, the IRS issued a favorable advisory letter for the Pre-Approved Georgia Municipal Association 401(a) Defined Contribution Plan ("401(a) DC Plan"). The 401(a) DC Plan, as approved, is intended to comply with Internal Revenue Code Section 401(a), additional changes in federal law and guidance from the Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List). As a result of these changes, each Employer is required to adopt an updated GMA 401(a) DC Plan Adoption Agreement and Addendum, if applicable.

II. SUMMARY OF CHANGES TO THE MASTER PLAN DOCUMENT

The following summarizes the changes in the restated 401(a) DC Master Plan document:

- ❖ Incorporates previous amendments to the Master Plan document.
- ❖ Provides that upon a transfer of assets to the GMA DC Plan, the Trustees will invest the participant's account in an investment fund(s) which are must similar to the fund(s) in which the participant's account was invested under the prior plan until the participant makes a valid change of investment direction for the assets.
- ❖ Clarifies that payment options under the plan are in the form of lump sums unless otherwise permitted by the Administrator.
- ❖ Provides that if a participant dies without a valid beneficiary designation on file for the DC Plan and he or she is a participant in the GMA Deferred Compensation Plan (457(b) Plan), the participant's beneficiary for purposes of the DC Plan will be the beneficiary who was most recently designated under the 457(b) Plan. If the participant dies without a valid beneficiary designation on file for either the DC Plan or the 457(b) Plan, the benefit payment will be made to the participant's surviving spouse, and if there is no surviving spouse to the participant's estate in a lump sum.
- ❖ Adds the option for employers to freeze participation in the DC Plan. Previously, the only option was to terminate the DC Plan.

III. SUMMARY OF CHANGES TO THE ADOPTION AGREEMENT

The following summarizes the changes in the restated 401(a) DC Adoption Agreement:

- ❖ Specifies that the minimum hour requirement, if applicable, only applies to common law employees of the employer and does not apply to elected or appointed officials.

- ❖ Eliminates the payroll period section to provide flexibility to employers who modify payroll periods.

- ❖ Eliminates separate vesting sections for matching and non-matching employer contributions. One vesting section now applies to all types of employer contributions.

- ❖ Removes references to the GMEBS Defined Benefit Plan.

As has been the case in the past, all amendments were approved by the Board of Trustees of the GMA DCDC Program prior to implementation.

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

Amended and Restated
As of January 1, 2018

RESOLUTION AND

ADOPTION AGREEMENT

City of Kingsland
[Participating Employer]

Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

RESOLUTION

WHEREAS, the City of Kingsland, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering ☒ matching and/or ☐ non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2017 ("Plan");

WHEREAS, the Participating Employer wishes to ☐ participate or ☒ continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the

Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

> GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.
>
> The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.
>
> On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be

provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or

- as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may relay on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement.

Adopted by the Governing Authority on ____________________________, ________, in accordance with applicable law.

By:____
Signature

____
Name and Title

Attest:__________________________________

Date:___________________________________

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: City of Kingsland, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council of the City of Kingsland
Address: P.O. Box 250, Kingsland, GA 31548
Phone: (912) 729-5613
Facsimile: (912) 729-7618
Title of Person Authorized to receive Official Notices from the Plan or GMA: City Manager

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☐ does or ☒ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal

Revenue Service Notice 2017-37 (the 2017 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2017 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose **(check one)**:

☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _________________, _____ **(insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted)**, with respect to Contributions as approved by the Board of Trustees below.

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

☒ This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be **the date of its approval by the Governing Authority** **(insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted)**. This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **October 1, 2008** **(insert original effective date of preexisting plan)**.

☐ Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

☐ This is an amendment to be effective as of __________________, ______, **(insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment)** of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective ______________________, _____, as follows **(must specify elective provisions in this Adoption Agreement)**:

☐ ____
____

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: **October 1** **(insert month and day e.g., July 1)**.

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

☒ All Departments

☐ Covered Departments **(must specify)**:____________________________________

____

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below **(check one)**:

☐ All

☐ All with the following exclusions:

- ☐ Municipal Legal Officer
- ☐ Elected or appointed officials
- ☐ Other[1] **(must specify and clearly define the ineligible classification of employees)**:

____

____

[1] Do not specify the inclusion or exclusion of a participant by using the name of the employee.

☒ Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.

☐ Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

☐ Other[1] **(must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals)**:
____
____
____.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

☒ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled)**:

☐ ____________ **(must not exceed 40 hours/week)**

☐ **Other Minimum Hour Requirement (must specify):**_____________________.

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): ________________**.

Minimum hour requirement applicable to excepted Eligible Employees:

☐ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled)**:

☐ ____________ **(must not exceed 40 hours/week)**

☐ **Other Minimum Hour Requirement (must specify):**_____________________.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

☐ **No waiting period**. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☒ **A waiting period described under one of the following options (check one)**:

☐ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be _______________ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☐ will not be added together to determine whether the waiting period has been satisfied.

☒ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be **12 months** (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☒ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☒ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☒ will not be added together to determine if the waiting period has been satisfied.

<u>Exceptions</u>: If a different waiting period requirement applies to a particular class or classes of Eligible Employees, please specify below the classes to whom the different requirement applies and indicate the waiting period requirement applicable to them.

Class(es) of Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): __________________**.

Waiting period requirement applicable to excepted Eligible Employees:

☐ **No waiting period**. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☐ **A waiting period described under one of the following options (check one)**:

☐ **<u>Minimum Period of Service</u> (please complete items below):**

The waiting period for participation in the Plan shall be ________________ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☐ will not be added together to determine whether the waiting period has been satisfied.

☐ **<u>Minimum Period of Contributions to 457(b) Plan</u> (please complete items below):**

The waiting period for participation in the Plan shall be _______________ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows **(check matching, non-matching, or both as applicable):**

☒ **Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are **(check one):**

☒ All Eligible Employees

☐ Other **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:

____

The Employer elects the following matching contribution formula for Class A Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☒ **Percentage Match**: For each Payroll Period in which the Participant contributed to the **GMA 457(b) Deferred Compensation Plan (insert plan name),** an eligible 457(b) Plan of the Employer, the Employer will contribute **10**% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☒ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$____________ per weekly Payroll Period
$___**$25**______ per bi-weekly Payroll Period
$____________ per semi-monthly Payroll Period
$____________ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _________% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $________ **(may be $1 to $25)** to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_______per weekly Payroll Period
$_______per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

____
____
____
____

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:
____.

The Employer elects the following matching contribution formula for Class B Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☐ **Percentage Match**: For each Payroll Period in which the Participant contributed to ______________________________________ **(insert plan name),** an eligible 457(b) Plan of the Employer, the Employer will contribute __________% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$____________ per weekly Payroll Period
$____________ per bi-weekly Payroll Period
$____________ per semi-monthly Payroll Period
$____________ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _________% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $________ **(may be $1 to $25)** to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_______ per weekly Payroll Period
$_______ per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______ per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

____
____
____
____

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are **(check one):**

☐ All Eligible Employees
☐ Other **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:

____

The Employer elects the following contribution formula for Class C Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $__________ or _______% of Compensation per Participant.

☐ ______% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Payroll Period as shown below **(complete as applicable):**

$_______ per weekly Payroll Period
$_______ per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______ per monthly Payroll Period

☐ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**:

____

____

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

<u>Non-Matching Contributions</u> shall be made on the following basis for <u>Class D</u> Participants:

<u>Class D</u> Participants are **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**: ____.

The Employer elects the following contribution formula for Class D Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $_______________ or ______% of Compensation per Participant.

☐ ______% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Pay Period as shown below **(complete as applicable):**

$________per weekly Payroll Period
$________ per bi-weekly Payroll Period
$________per semi-monthly Payroll Period
$________ per monthly Payroll Period

☐ <u>Other Formula for Calculating Non-Matching Contributions</u> **<u>(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)</u>**:
____
____
____
____

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Master Plan. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

____
____

COMPENSATION

<u>Compensation Paid After Severance From Employment</u> -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

☒ No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).

☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):

- ☐ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
- ☐ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- ☐ Other: ____
____
____

VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

☐ **Immediate Vesting**. No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section)**.

☒ **Cliff Vesting**. Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for **5** years **(not to exceed 5 years)** (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

☐ **Graduated Vesting Schedule**. Employer Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years)**:

Completed Years of Service as Eligible Employee	Vested %
1 year	_____%
2 years	_____%
3 years	_____%
4 years	_____%
5 years	100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: ☒ will be ☐ will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee **(check one)**: ☒ will be added together ☐ will not be added together ☐ will be added together if the Participant is reemployed with the Employer before completing a period of separation of ___________ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an opinion letter Q702380a dated June 30, 2020.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _______________, ___________, by the Mayor and Council of the City of Kingsland, Georgia.

Signed: ______________________________

Printed Name: ______________________________

Title: ______________________________

Date of Signature: ______________________________

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan <u>or</u> to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

☐ within 15 business days after the Payroll Period ending _______________, ______.

☐ On the following prospective date **(specify a specific date)**: _________________.

Dated: ____________________ By: ______________________________

Title: ______________________________
on behalf of the Board of Trustees

I\918466.19

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/22/21 06:00 PM
Department: City Clerk
Category: Agreement
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3428

AGENDA ITEM (ID # 3428)

Approval Of: Golden Isles Model Railroad Club Lease Agreement

This lease agreement is for the Kingsland Train Depot. This agreement adds conference room space and increases the lease payment by $150.

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Facility Terms of Use and Lease Agreement

This Agreement is made by and between the City Of Kingsland, Georgia hereinafter referred to as The City, and Golden Isles Model Railroad Club hereinafter referred to as The Club.

WITNESSETH:

WHEREAS, The City owns certain facilities described in this Agreement which, from time to time, are available for use upon approval by the City Manager; and

WHEREAS, The Club desires to use those premises for the purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, The City and The Club agree as follows:

1.0 GRANT:

The City hereby leases to the Club and the Club leases from the City'the following described portions of the facility commonly known as the Kingsland Train Depot described as; the large main room at the north end of the depot and the included storeroom contained within for their exclusive use and the large waiting room area at the west side of the building.

Commented [S1]: New

Deleted: as well as

The Club will use the Facility for the purpose of display and education of the public and visitors on the history, lore and operation of railroads in the coastal region through models, displays, demonstrations and literature.

2.0 TERM:

The term of this lease shall be for a period of four (4) years commencing on the _____ day of ________, 2021 and ending on the ____ day of ________, 2025. The lease shall automatically renew for additional terms of two (2) year each, unless either party gives written notice of its intent to terminate the lease. The notice to terminate the lease must be given at least 90 days nor more than 6 months prior to the end of the current lease term or any applicable future term. In the event of a sale or transfer of the Property or Premises by Landlord while the Lease is in effect, Tenant's rights shall be conveyed with the Property or Premises. The City at it sole discretion reserves the right to cancel this lease with or without cause upon 90 days written notice.

Commented [S2]: New term of the lease

The Club, and its members and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, elevators, escalators, roadways, loading platforms, bus stops, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of City or such other parties as City may decide upon and the City shall have the sole authority to make such rules and regulations as in the City's sole discretion, may be appropriate concerning the use of the Common Areas. Additionally, only the Club and others leasing portions of the Property from City shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, the Club shall have no right or interest in the Common Areas.

The Club covenants and agrees that it will not make or allow any waste of the Facility. The Club further agrees that it will not make any material structural alterations or additions to the Facility except as may be approved in advance, in writing, by the City Manager.

The Club covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Facility or any part thereof. The Club further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, The Club shall permit the City, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.

In the event that the Facility is not vacated by The Club at the time specified in this Agreement, The City shall be and is hereby authorized to move without notice, any goods or items of the Club from the Facility, at the expense of The Club (including any storage costs), goods, wares, merchandise, or other property of any kind and description, which may be then occupying the Facility. The City shall not be liable for any damages or loss to said goods, wares, merchandise, or other property which may be sustained, either by reasons of such removal or the place to which it may be removed, and The City is hereby expressly released from all claims for damages of whatever kind or nature.

3.0 FEE:

The Club shall pay a fee of $650.00 per year for the first four (4) years of the agreement and $650.00 per year for each subsequent renewal term.

Commented [S3]: Increased $150.00/year

4.0 PAYMENT:

The Club agrees to pay all fees due under this contract in cash, certified check, or bank cashier's check.

5.0 APPLICABLE LAWS:

The Club agrees to comply with all laws, ordinances, and rules of The City of Kingsland, Camden County, and the State of Georgia., and the United States, together with all rules and regulations of the Police and Fire Departments of the City of Kingsland applicable to the use of Facility. The Club agrees that any public access areas in the building will adhear to ADA standards.

6.0 RESTRICTIONS ON USE:

The Club agrees to remain open to the public on all days that members are present and to be open for all festivals, civic events and holidays sponsored by The City.

Deleted: (after an initial 6 month period of con... on of the model railroad display)

The Club agrees that it will not stage any act or performance in which fire or flames are involved, nor will it stage any performances or displays deemed lewd or offensive to the common decency. The Club will not serve, consume or retain any alcoholic beverages on the property.

7.0 ADVERTISING:

The Club's name may be used to suggest co-sponsorship, participation in or endorsement of any activity The City holds without prior written approval by The Club. The Club may place a sign on the existing sign board advertising their presence and open hours in accordance with all applicable city ordinances. The Club shall only use the City name, logo, likeness or otherwise imply an association or endorsement by the City upon prior written approval of the City Manager.

8.0 CAPACITY:

The Club agrees that it will not exceed the occupancy capacity as determined by the Fire Marshall nor admit a larger number of persons than can safely and freely move about in the space contracted for; and the decision of the City Manager in respect to questions raised under this paragraph shall be final.

9.0 ALTERATIONS, DECORATIONS, AND DAMAGE:

The Club shall not injure, mar, or in any way deface the Facility and shall cause or permit anything to be done whereby the Facility shall be in any manner injured, marred, or defaced. Also, The Club will not allow to be made any alterations of any kind without the permission of the City Manager.

If the Facility, during the term of this Agreement or within ninety days following termination of the Club's use of the facility, shall be damaged by the act, default or negligence of The Club, or any person(s) admitted to the Facility by The Club, The Club shall pay The City, upon demand, such sum as shall be necessary to restore said Facility to its original condition.

10.0 ADDITIONAL USERS:

The Club understands and agrees that during the term of this Agreement, other events may be held in other parts of the described Facility, and The Club shall so conduct its activities so as to coordinate with those events. The City retains the right to grant access, rent, or lease the restrooms, parking lot and grounds to other groups in its sole discretion.

11.0 VIOLATION:

If at any time the uses of the Facility by the The Club violates an applicable rule, ordinance, or law of The City, the State of Georgia, or the United States of America, The Club shall either cease and desist from continuing the use causing the violation or surrender the Facility forthwith upon demand of the City Manager.

12.0 INDEMNIFICATION:

The Club agrees to defend, indemnify, and hold harmless The City, its elected and appointed officials and employees, from and against claims based upon the vicarious liability of The City or its agent(s), but not against The Citiy's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by The Club to The City under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the The City is necessary. The Club also agrees to defend, indemnify, and hold The City harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall end within two years of the termination of this Agreement except that the Club's duty to hold harmless and indemnify the City shall remain obligatory upon the Club during the tenure of this lease, for a two year period following termination of this lease, and throughout litigation (initiated within such two year period) until the conclusion of the litigation.

13.0 INSURANCE:

The Club shall provide hazard insurance for the Facility, naming the City of Kingsland as additionally insured. The Club shall be responsible for providing its own liability insurance and insurance for its contents and visitors, naming the City of Kingsland as additionally insured.

14.0 ASSIGNMENT:

The Club shall not assign or transfer this Agreement or sublet any portion thereof without the written consent of the City.

15.0 INDEPENDENT NOT-FOR-PROFIT:

The Club is an independent not-for-profit and not a department, the agent, or employee of The City.

16.0 INSPECTION:

The Club agrees that the City Manager, or City Manager's designee, may enter upon the Facility at all reasonable times to make inspection in conformity with this Agreement.

In order to maintain security for the club's equipment and property, different locks will be installed on the doors at the north end of the building and city keys for the area will be limited to the city manager and the DDA Director only.

17.0 RE-ENTRY BY THE CITY:

If the Facility should become vacant during the term of this Agreement, The City, or its representative, may reenter the Facility without being liable for any prosecution therefor, and may, at its option, re-rent the Facility. Nothing herein shall be construed as imposing any obligation on The City to re-rent or attempt to re-rent the Facility, or in any way affect the obligation of the The Club to pay the full of amount of rent due if the Facility is not re-rented.

18.0 DEFAULT BY THE CLUB:

If The Club defaults in the payment of the fee, or any part thereof, or defaults as to any of the terms of the Agreement, The City, at its option, may terminate the Agreement with Ninety (90) daysdays written notice and reenter the Facility. Notwithstanding the reentry, The Club shall pay the full amount of the fee.

19.0 ENTIRE AGREEMENT; MODIFICATION AND/OR TERMINATION:

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties. However, this agreement may be terminated at any time by either The Club or The City by providing written notice no later than ninety (90) days prior to the date of termination.

20.0 SEVERABILITY:

In the event one or more clauses of this Agreement are declared illegal, void, or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

21.0 WAIVER:

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

22.0 NON-DISCRIMINATION:

The City and The Club agree that neither will discriminate against any individual on the basis of age, sex, sexual orientation, gender identity, race, creed, color, religious belief, national origin, disability, political belief or affiliation, status with respect to marriage or public assistance, or status as a disabled veteran or veteran of the Vietnam era, and that the The Club agrees to comply with all non-discriminatory laws and policies that The City promulgates and to which The City is subject.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this ______ day of______, 20______.

THE CITY OF KINGSLAND, GEORGIA

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¶
¶
¶

By ______________________________________
(Signature)

____
(Printed Name)

____
(Title)

GOLDEN ISLES MODEL RAILROAD CLUB

By ______________________________________
(Signature)

____
(Printed Name)

____
(Title)

____
(Address)

____
(City, State, Zip)

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/22/21 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:

ORDINANCE (ID # 3417)

DOC ID: 3417

Approval Of: Ordinance #2021-05 to Amend Ordinance 2021-01 Coin Operated Amusement Machines

Amendment to Ordinance 2021-01, Section 9 to clarify that the "Planning Director" shall issue and receive license applications; and an amendment to Section 17 to clarify that the City may Revoke or Suspend any City-issued license for (a) violating certain subsections of O.C.G.A. Sec. 16-12-35 or, (b) violations of City Ordinance 2021-01.

ORDINANCE 2021-05

Deleted: NO. ________

AN ORDINANCE TO AMEND CHAPTER 11 OF THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE TO BE KNOWN AS "ARTICLE VII. – COIN OPERATED AMUSEMENT MACHINES."

WHEREAS, the duly elected governing authority of the City of Kingsland, Georgia is authorized by O.C.G.A § 50-27-86 to adopt ordinances regarding bona fide coin operated amusement machines; and

WHEREAS, this ordinance is adopted to address the interest of public health, welfare, and safety of the citizens of the City of Kingsland; and

WHEREAS, the Mayor and Council of the City of Kingsland find that in the interest of the public safety the immediate enactment of this ordinance by reasonable means, as allowed under state law and not unduly oppressive, is necessary to protect the health, safety, morals, and general welfare of the citizens of the city.

WHEREAS, enactment of this ordinance will prevent the unregulated operation of the bona fide coin operated amusement machine business; and

WHEREAS, the bona fide coin operated amusement machine business can be conducted in a manner to safeguard the fiscal soundness of the City and provide business revenue to enhance the public welfare of the citizens of the City.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, that the Code of Ordinances of the City of Kingsland be and it is hereby amended as follows:

SECTION ONE:

Chapter 11 of the Code of Ordinances is hereby amended by adding "Article VII. – Coin Operated Amusement Machines," as follows:

ARTICLE VII. – COIN OPERATED AMUSEMENT MACHINES

Sec. 1. Short Title.

This Article shall be known as the "City of Kingsland, Georgia Bona Fide Coin Operated Amusement Machine Ordinance."

Sec. 2. Gambling Devices Prohibited.

Gambling Devices, as that term is defined in O.C.G.A § 16-12-20(2), are prohibited in the City, and the ownership, use, or transport thereof shall be a misdemeanor pursuant to state law, except as exempted pursuant to O.C.G.A § 16-12-35(a) through (k) and regulated by the Georgia Lottery Corporation ("GLC") pursuant to O.C.G.A § 50-27-70, *et. seq*.

Sec. 3. Gambling places prohibited.

Gambling places, as the term is defined in O.C.G.A § 16-12-20(3), are prohibited in the City, and the operation thereof shall be a misdemeanor pursuant to state law.

Sec. 4. Definitions.

The following words, terms, or phrases, when used in this Ordinance, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

(a) *Amusement Game Room* means any location as provided in O.C.G.A. § 16-12-35(b), (c) or (d) where one or more Bona Fide Coin Operated Amusement Machines are operated that permit non-cash redemption as provided in O.C.G.A. § 16-12-35(d)(1)(B), (C), or (D).

(b) *Bona Fide Coin Operated Amusement Machine*:

1. means the same as this term is defined in O.C.G.A. § 50-27-70(b)(2)(A) and (B) and any applicable regulations of the State of Georgia. Examples of Bona Fide Coin Operated Amusement Machines include, but are expressly not limited to, the following:

i. Pinball machines;
ii. Console machines;
iii. Video games;
iv. Crane machines;
v. Claw machines;
vi. Pusher machines;
vii. Bowling machines;
viii. Novelty arcade games;
ix. Foosball or table soccer machines;
x. Miniature racetrack, football, or golf machines;
xi. Target or shooting gallery machines;
xii. Basketball machines;
xiii. Shuffleboard games;
xiv. Kiddie ride games;
xv. Skeeball machines
xvi. Air hockey machines;
xvii. Roll down machines;
xviii. Trivia machines;
xix. Laser games;
xx. Simulator games;

xxi. Virtual reality machines;
xxii. Maze games;
xxiii. Racing games;
xxiv. Computerized Sweepstakes Device;
xxv. Coin operated pool tables or coin operated billiard tables as defined in paragraph (3) of Code Section 43-8-1; and
xxvi. Any other similar amusement machine which can be legally operated in Georgia.

2. The term shall also mean machines of any kind or character used by the public to provide music whose operation requires the payment of or the insertion of a coin, bill, other money, token, ticket, card or similar object such as jukeboxes or other similar types of music machines.

3. The term “bona fide coin operated amusement machine” does not include the following:

i. Coin operated washing machines or dryers;
ii. vending machines which for payment of money dispense products or services;
iii. Gas and electric meters;
iv. Pay telephones;
v. Pay toilets;
vi. Cigarette vending machines;
vii. Coin operated scales;
viii. Coin operated gumball machines;
ix. Coin operated parking meters;
x. Coin operated television sets which provide cable or network programming;
xi. Coin operated massage beds; and
xii. Machines which are not legally permitted to be operated in Georgia.

(c) *Business Location* means any structure, vehicle, or establishment where a business is conducted.

(d) *Location Owner or Location Operator* means an owner or operator of a Business Location where one or more bona fide coin operated amusement machines are available for commercial use and play by the public.

(e) *Class B Machine* shall have the same definition as found in O.C.G.A § 50-27-70.

(f) *Operator* means any person, individual, firm, company, association, corporation, or other business entity that exhibits, displays, or permits to be exhibited or displayed, in a place of business other than his own, any bona fide coin operated amusement machine in this state.

(g) *Owner* means any person, individual, firm, company, association, corporation, or other business entity owning any bona fide coin operated amusement machine in this state.

Section 5. Prohibition on Bona Fide Coin Operated Amusement Machines.

No Owner, Operator, Location Owner, or Location Operator may offer more than six (6) Class B machines at any Business Location within the jurisdiction of the City.

Section 6. Employee Notice.

The Owner or Operator of any Business Location that offers to the public any bona fide coin operated amusement machine that rewards the player exclusively as described in subsection (d) of O.C.G.A § 16-12-35 is required to inform all employees of the prohibitions and penalties set out in subsections (e), (f), and (g) of O.C.G.A. § 16-12-35.

Section 7. Business Owner and Business Operator Notice.

The Owner or Operator of any bona fide coin operated amusement machine that rewards the player exclusively as described in subsection (d) of O.C.G.A § 16-12-35 is required to inform each Location Owner or Location Operator of each Business Location where such machine is located of the prohibitions and penalties set out in subsections (e), (f), and (g) of O.C.G.A. § 16-12-35.

Section 8. License Required.

No person, firm or corporation shall engage in the business of owning or operating an Amusement Game Room, as that term in herein defined, without first:

(a) applying for and obtaining an Amusement Game Room License;

(b) paying the applicable occupational tax certificate fees; and

(c) obtaining an occupational tax certificate.

Further, a separate Amusement Game Room license must be obtained for each Business Location in which any Bona Fide Coin Operated Amusement Machine is operated.

Section 9. Issuance of License.

Application for an annual license for operating an Amusement Game Room within the corporate limits of the City shall be made to the Planning Director or his or her designee upon a form to be supplied by the Planning Director or his or her designee for this purpose. The application for the annual registration shall include at a minimum the following information:

(a) Verification that the applicant has obtained any and all licenses required by O.C.G.A. § 50-27-71;

(b) Name, address, and age of the applicant and the date of the application;

(c) Address or place where the bona fide coin operated amusement machine or machines are to be offered to the public for play and the other business or businesses operated at that place or places;

(d) Name and address of the owner of the machine or machines and a copy of the owner's master license;

(e) Name and address of any other business owned or operated by applicant within the corporate limits of the City; and

(f) List of any other licenses or permits from the City held by the applicant.

A license issued in accordance with this Ordinance shall be valid until December 31 of the year in which the registration was issued.

Section 10. Occupational Tax Certificate Required.

No person, firm, or corporation shall own or operate an Amusement Game, as that term is herein defined, without first having completed the occupational tax certificate application form, paid the required occupational tax, and obtained an occupational tax certificate.

Section 11. Compliance with O.C.G.A. Provisions relating to Master Licenses, location Licenses, and Stickers for individual Machines.

Bona fide Coin Operated Amusement Machines may be used in the City only if the machines are owned by a person who holds a valid master license in accordance with O.C.G.A. § 50-27-71, and each machine offered to the public for play has a valid permit sticker in accordance with O.C.G.A. § 50-27-78. In addition, the business owner where the machines are available for play by the public must pay a location license fee in order to obtain a valid location license in accordance with O.C.G.A. § 50-27-71 (a.1) and (b). Failure to have a valid location license will result in the City license application not being processed.

Section 12. Minimum Distance Requirements.

(a) Any Business Location which offers to the public one or more bona fide coin operated amusement machines may not be located within 300 feet of any fee simple ownership church building, school building, school grounds, college campus, or alcoholic treatment center.

(b) As used in this section, the terms "school building" or "educational building" shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and which are public schools or private schools as defined in subsection (b) of Code Section 20-2-690.

(c) As used in this section, “fee simple ownership church building” shall mean a property owned in fee simple by an officially registered religious body and actively used for religious purposes.

(d) For purposes of this Code section, distances shall be measured by the most direct route of legal public travel on the ground. The planning director or designated staff shall confirm the distances in the field to the best of their ability. The applicant may provide a signed and sealed survey provided by a Georgia licensed professional engineer of the property with the distances shown to the appropriate adjacent structure as measured in the field by said Georgia registered surveyor.

Section 13. Gross Receipts from Bona Fide Coin Operated Amusement Machines and from Business.

(a) Every Amusement Game Room located in the City shall keep records available for inspection by City officials that set out separately annual gross receipts for the Class B amusement machines and the other products and services offered or sold at the location.

(b) Any Location Owner or Location Operator subject to O.C.G.A § 50-27-84(c) is hereby required to provide a copy of the monthly verified report required by such code section to the City Clerk or his or her designee. Such report shall indicate the monthly gross retail receipts for each Business Location located within the City and shall be due by the twentieth day of each month, subsequent to the month in which the sales have taken place. In addition, each owner or operator must provide the City a copy of the annual audit of the reports from the Owner or Operator to the Georgia Lottery Corporation.

(c) No Location Owner or Location Operator may derive more than fifty (50%) percent of such Location Owner’s or Location Operator’s monthly gross retail receipts for this business location in which the Class B machines are situated from such Class B machines. Compliance with this section requires both the availability of records for inspection and compliance with the fifty (50%) percent of gross retail receipts requirement.

Section 14. Disclosure of Machine Owner.

Any Location Owner or Location Operator seeking to locate a business within the jurisdiction of the city and offer to the public one or more bona fide coin operated amusement machines must first submit in writing the name, physical address and mailing address of the owner of the bona fide coin operated amusement machine(s) to the City Clerk or his or her designee. No occupational tax certificate or license shall be granted by the City unless and until the information required by the section has been provided.

Section 15. Location of Machines within Business.

Any location owner or location operator who offers to the public one or more bona fide coin operated amusement machines is required as a condition of doing business in the jurisdiction of the city to locate each and every bona fide coin operated amusement machine in plain view and accessible to any person who is at the business location.

Section 16. Posting of Signs.

(a) The Location Owner or Location Operator of any Business Location which offers to the public one or more bona fide coin operated amusement machine is hereby required to post prominently a notice including the following language:

> GEORGIA LAW PROHIBITS PAYMENT OR RECEIPT OF MONEY FOR WINNING A GAME OR GAMES ON THE AMUSEMENT MACHINE; PAYMENT OR RECEIPT OF MONEY FOR FREE PLAYS WON ON THIS AMUSEMENT MACHINE; PAYMENT OR RECEIPT OF MONEY FOR ANY MERCHANDISE, PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY WON ON THIS AMUSEMENT MACHINE; OR AWARDING ANY MERCHANDISE PRIZE, TOY, GIFT CERTIFICATE, OR NOVELTY OF A VALUEEXCEEDING $5.00 FOR A SINGLE PLAY ON THIS MACHINE.

Any such notice shall be at least 11.5 inches by 17.5 inches in size. Words and letters shall be in bold print and shall be at least on centimeter in size. It shall be the duty of the Location Owner or Location Operator to keep this notice posted at all times in a conspicuous place on the premises of the Business Location.

(b) In addition to posting the notice required under subsection (a) above, every Amusement Game Room shall also post its occupational tax license and the license required by Section 8 of this Article.

(c) The owner or proprietor of each Amusement Game Room shall inform every employee of the acts and omissions prohibited by O.C.G.A. § 16-12-35 and by this Ordinance, and of the penalties for violation of O.C.G.A. § 16-12-35 and this Ordinance.

Sec. 17. License Suspension and Revocation.

(a) The City may suspend or revoke any City-issued license (including but not limited to a license to manufacture, distribute, or sell alcoholic beverages) of any Location Owner or Location Operator as a penalty for the conviction of the Location Owner or Location Operator of a violation of subsection (e), (f), or (g) of O.C.G.A. § 16-12-35.

(b) In addition to and without limiting the above, the City may suspend or revoke any City-issued license (including but not limited to a license to manufacture, distribute, or sell alcoholic beverages) of any Location Owner or Location Operator as a penalty for violating any section of this ordinance.

(c) The suspension or revocation of a license under this Ordinance, or other penalties imposed, shall be in accordance with the following guidelines of due process:

1. No license which has been issued or which may be issued pursuant to this Ordinance shall be suspended or revoked except for due cause and after hearing and upon prior three-day written notice to the holder of the license of the time, place and purpose of the hearing and a statement of the charges upon which the hearing shall be held, unless such hearing has been waived pursuant to stipulation as provided under Subsection (8). Such notice shall provide the reasons for the suspension or revocation sought and shall be mailed or delivered to the holder of the license.

2. The term “due cause” for the purpose of this section shall include, but not be limited to:

   i. Conviction of, or the entering of a plea of guilty or nolo contendere by, the licensee or any of his employees or any person holding an interest in the license for any felony; for violating any law, administrative regulation, or ordinance involving alcoholic beverages, gambling, narcotics; or for violating any tax law.

   ii. Conviction of, or the entering of a plea of guilty of nolo contendere by, the licensee or any of his employees or any person holding an interest in the license for any sex offense.

   iii. Suspension or revocation of any state license required as a condition for the possession, sale, or distribution of alcoholic beverages.

   iv. Material falsification of any fact given in an application for a license issued under this chapter or bearing upon the licensee's qualification therefor. Any act which may be construed as a subterfuge in an effort to circumvent any of the qualifications for a license under this chapter shall be deemed a violation of the requirement attempted to be circumvented.

   v. Failure to meet or maintain any standard prescribed by this Ordinance as a condition or qualification for holding a license.

vi. Any other factor known to or discovered by the City whereby it is objectively shown the licensee, any of the licensee's employees or any person holding an interest in a license, has engaged in conduct at or involving the licensed business or has permitted conduct on the licensed premises that constitutes a violation of federal or state law, local ordinance or administrative regulations involving alcoholic beverages, gambling or narcotics for all alcohol licensed businesses and including any sex offense under state law or local ordinances with respect to businesses licensed for on-premises consumption. With respect to this section, it shall be rebuttably presumed that the act was done with the knowledge or consent of the licensee; provided, however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence, or in the exercise of full diligence that such licensee could not have discovered or prevented such activity.

3. Notice of suspension or revocation proceedings shall be served on the person named as licensee in the application. Notice shall be in writing. The notice may be served personally or by first class mail. If by mail, the notice shall be addressed to the licensee at its address as provided by the licensee to the City. The burden shall be on the licensee to provide notice, in writing, of any change of address for service of notices and process. In the case of service by mail of any notice required by the Ordinance, the service is complete at the time of deposit in the United States Postal Service.

4. The hearing shall be conducted by a hearing officer appointed by the City Manager.

5. Hearings shall be only as formal as necessary to preserve order and shall be compatible with the principles of justice. The City shall bear the burden of providing by a preponderance of the evidence that due cause exists to suspend or revoke the license. At the hearing the licensee shall have the right to represent itself or be represented by counsel, may cross examine all witnesses offered by the City, and may call witnesses and present evidence in its own behalf. Formal rules of evidence shall not apply to hearings under this section, although the hearing officer shall have the right to exclude evidence which carries no indicia of reliability. All testimony shall be offered under oath of affirmation.

6. The hearing officer shall make his final determination within ten (10) business days of the completion of the hearing. The decision shall be placed in writing and contain the judge's findings of fact, conclusions of law, and decision as to sanction, if any. Such sanction may include one or more of the following: permanent revocation of license; suspension of the license for up to twenty-

four (24) months; and/or a civil monetary penalty no to exceed the amount allowed under the City Code. Where a license is suspended and the term of the suspension is longer than the remaining term of the license, imposition of suspension for a period in excess of the term of the existing license shall be applied to any renewal license.

7. The hearing officer's decision shall be personally served or mailed by certified mail, return receipt requested to the licensee within twenty (20) business days of the close of the hearing. The decision of the hearing officer shall constitute final action by the City.

8. Upon receipt of notice of adverse action against the licensee under this section, the licensee may waive its right to a hearing and stipulate to a sanction agreed to by the City. Any stipulation entered under this subsection shall be in writing, signed by the licensee, and non-appealable.

Sec. 19. - Criminal penalties for violations by owners or operators of Coin Operated Amusement Machines.

(a) The penalty for a violation of the provisions of this Ordinance by the owner or operator of Coin Operated Amusement Machines, after conviction in the City of Kingsland Municipal court, shall be a fine of up to One Hundred Dollars ($100) per violation.

(b) In addition to a monetary fine imposed by the City of Kingsland Municipal Court, the Mayor and Commissioners may also suspend or revoke permits and licenses granted by the City as provided elsewhere in this Ordinance. A suspension or revocation of a license or permit shall be in addition to, rather than in lieu of, a monetary penalty imposed by the City of Kingsland Municipal Court.

(c) Offering one or more Bona Fide Coin Operated Amusement Machine games in violation of an order suspending or revoking the registration for the offering of any amusement game at the location is punishable, after conviction in Municipal Court, by a fine not to exceed One Hundred Dollars ($100) per violation, imprisonment not to exceed fifty (50) days, or both such fine and imprisonment.

Sec. 20. - Penalties for violations by those who play Bona Fide Coin Operated Machines in violation of Law or Ordinance.

The City of Kingsland Municipal court is authorized to impose the following penalties on any person convicted of receiving money as a reward for the successful play or winning of any bona Fide Coin Operated Amusement Machine from any person owning, possessing, controlling or overseeing such Bona Fide Coin Operated Amusement Machine or any person employed by or acting on behalf of a person owning, possessing, controlling or overseeing a Bona Fide Coin Operated Amusement Machines:

(a) First Offense: a fine not to exceed One Hundred Dollars ($100.00) for each violation.

(b) Second and Subsequent Offenses: a fine not to exceed One Hundred Dollars ($100) per violation, imprisonment not to exceed fifty (50) days, or both such fine and imprisonment.

Sec. 21. - Operating Regulations.

All businesses operating Bona Fide Coin Operated Amusement Machine(s) hereunder shall be subject to the following regulations:

(a) Devices to Be Kept in Plain View; Gambling Devices Prohibited. All Bona Fide Coin Operated Amusement Machines shall at all times be kept and placed in plain view of and open and accessible to any person(s) who may frequent or be in any place of business where such machines are kept or used. Nothing in the section shall be construed to authorize, permit, or license any gambling device of any nature whatsoever.

(b) Inspection. The Chief of Police or his or her designee may inspect or cause the inspection of any location in which any such bona fide coin operated amusement machine(s) are operated or set up of operating, and may inspect, investigate and test such machines as needed.

(c) Attendant Required. It shall be unlawful for any location owner or location operator to open the location to the public unless an attendant is present. Said attendant shall be of sufficient mental and physical capacity so as to be able to provide aid to patrons if needed or desired. Said attendant shall not be less than 18 years of age.

(d) Underage persons. Operators shall not allow any unaccompanied person under the age of 18 years old, to operate coin-operated amusement machines on their premises during the following hours: (a). Monday through Thursday after 9:00 p.m.; (b). Monday through Friday during normal public-school hours, individuals under 18 years of age shall not be allowed on the premises prior to 3:00 p.m., unless accompanied by an adult who is 18 years of age or older.

(e) Loitering. As used in this section, “loitering” shall mean remaining idle in essentially one location and shall include the concepts of spending time idly, loafing or walking about aimlessly, and shall be unlawful for any person, firm or corporation licensed to operate bona fide Coin operated amusement machine(s) to permit loitering on or in the immediate vicinity of any machine or business premises regulated hereunder in such a manner as to:

1. Create or cause to be created a danger of a breach of the peace;

2. Create or cause to create any disturbance of the peace, as defined by law;

3. Obstruct the free passage of pedestrians or vehicles;

4. Obstruct, molest or interfere with any person lawfully in a public place.

5. Shirt and shoes required. All location owners and location operators shall require shirts and shoes to be worn at all times by any person frequenting their location.

Sec. 22. - Licenses and Permits Nontransferable.

(a) Licenses required pursuant to this Ordinance are nontransferable. All businesses that have bona fide coin operated amusement machines on the premises shall display, in plain view, the current bona fide coin operated amusement machine registration and occupational tax certificate issued by the City.

(b) The issued license shall not be transferred to another owner at the same site within the City. A new owner or proprietor must first obtain a new annual registration if he/she intends to operate in the same of different location in the City.

Sec. 23. - Enforcing Officer.

The Chief of Police or his designee is hereby designated as the enforcement officer and shall execute all requirements of this Ordinance.

SECTION TWO:

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

SECTION THREE:

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION FOUR:

This Ordinance shall be effective immediately upon its adoption by the City Council.

Ordained this _________ day of ___________, 2020, by the Mayor and Council of the City of Kingsland, Georgia.

CITY OF KINGSLAND, GEORGIA

BY: ___________________________________
Dr. C. Grayson Day Jr., Mayor

ATTEST: _____________________________________
Jean O. Seigler, City Clerk

City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 03/22/21 06:00 PM
Department: City Clerk
Category: Ordinance
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 3463

ORDINANCE (ID # 3463)

Approval Of: Ordinance 2021-07 Regulatory Fees for Coin Operated Machines

Coin Operated Machines - Owner/Operator - $15.00 per machine plus $1,250.00 Flat fee.

ORDINANCE NO. 2021-07

AN ORDINANCE TO AMEND KINGSLAND CODE OF ORDINANCES, CHAPTER 11, ARTICLE II, SECTION 11-28, "BUSINESS LICENSE ORDINANCE" AS IT RELATES TO THE REGULATORY FEE STRUCTURE

WHEREAS, in conforming with state laws governing regulatory fees for coin operated machine establishments in the State of Georgia, the Mayor and City Council desire to amend CHAPTER 11, ARTICLE II, Section 11-28, sub-paragraph (c).

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND as follows:

Chapter 11, Article II, Section 11-28, "Administrative and Regulatory Fee Structure", as it relates to sub-paragraph (c) is hereby amended for the purpose of including "Coin Operated Machines – Owner/Operator" and for adding the regulatory fee as follows:

Add "Coin Operated Machines – Owner/Operator…. $15.00 per machine plus $1,250.00 Flat Fee"

This ordinance does not change any other portion of CHAPTER 11, ARTICLE II, as amended from time to time.

ORDAINED AND ADOPTED This 22nd day of March, 2021, by the Mayor and Council of the City of Kingsland, Georgia.

____
Dr. C. Grayson Day, Jr., Mayor

ATTEST:

____
Jean Seigler, City Clerk

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